

Sustainable Conservation

F-205

May 11, 2000

CALFED
Bay-Delta Program Office
1416 Ninth Street, Suite 1155
Sacramento, CA 95814

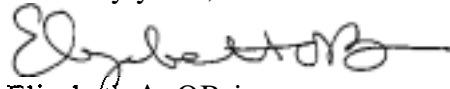
RE: 2001 PSP

We are pleased to submit our proposal: "The Brake Pad Partnership Project: Reducing Problem Trace Metals at Their Source."

This project does not have physical on-the-ground activities and, thus, local notification is not required. However, because it is an existing collaborative project, we are voluntarily notifying several stormwater programs that are involved as stakeholders or funders or as interested parties. These letters are attached.

Thank you for this opportunity.

Sincerely yours,



Elizabeth A. O'Brien
Senior Project Manager

Encls.

Original proposal
10 copies
1 electronic version

Proposal # 2001- <u>F-205</u> (Office Use Only)

PSP Cover Sheet (Attach to the front of each proposal)Proposal Title: The Brake Pad Partnership Project: Reducing Trace Metals at TheirApplicant Name: Sustainable Conservation SourceContact Name: Elizabeth A. O'BrienMailing Address: 109 Stevenson Street, 4th Floor, San Francisco, CA 94105Telephone: (415) 977-0380Fax: (415) 977-0381Email: LOBRIEN@suscon.orgAmount of funding requested \$ 242,122

Some entities charge different costs dependent on the source of the funds. If it is different for state or federal funds list below.

State cost N/AFederal cost N/A**Cost share partners?**x Yes NoIdentify partners and amount contributed by each 56,000 (San Francisco Foundation)Sustainable Conservation to raise an additional \$54,000.**Indicate the Topic for which you are applying (check only one box).**

- | | |
|--|--|
| <input type="checkbox"/> Natural Flow Regimes | <input type="checkbox"/> Beyond the Riparian Corridor |
| <input type="checkbox"/> Nonnative Invasive Species | <input type="checkbox"/> Local Watershed Stewardship |
| <input type="checkbox"/> Channel Dynamics/Sediment Transport | <input type="checkbox"/> Environmental Education |
| <input type="checkbox"/> Flood Management | <input type="checkbox"/> Special Status Species Surveys and Studies |
| <input type="checkbox"/> Shallow Water Tidal/ Marsh Habitat | <input type="checkbox"/> Fishery Monitoring, Assessment and Research |
| <input checked="" type="checkbox"/> Contaminants | <input type="checkbox"/> Fish Screens |

What county or counties is the project located in? N/A Please see cover letter

What CALFED ecozone is the project located in? See attached list and indicate number. Be as specific as possible N/A but results of this research project may impact ecozones located adjacent to urban areas (e.g. 1,2,3,9,10,12).

Indicate the type of applicant (check only one box):

- | | |
|--|--|
| <input type="checkbox"/> State agency | <input type="checkbox"/> Federal agency |
| <input type="checkbox"/> Public/Non-profit joint venture | <input checked="" type="checkbox"/> Non-profit |
| <input type="checkbox"/> Local government/district | <input type="checkbox"/> Tribes |
| <input type="checkbox"/> University | <input type="checkbox"/> Private party |
| <input type="checkbox"/> Other: _____ | |

Indicate the primary species which the proposal addresses (check all that apply):

- | | |
|--|--|
| <input type="checkbox"/> San Joaquin and East-side Delta tributaries fall-run chinook salmon | <input type="checkbox"/> Spring-run chinook salmon |
| <input type="checkbox"/> Winter-run chinook salmon | <input type="checkbox"/> Fall-run chinook salmon |
| <input type="checkbox"/> Late-fall run chinook salmon | <input type="checkbox"/> Longfin smelt |
| <input type="checkbox"/> Delta smelt | <input type="checkbox"/> Steelhead trout |
| <input type="checkbox"/> Splittail | <input type="checkbox"/> Striped bass |
| <input type="checkbox"/> Green sturgeon | <input type="checkbox"/> All chinook species |
| <input type="checkbox"/> White Sturgeon | <input type="checkbox"/> All anadromous salmonids |
| <input type="checkbox"/> Waterfowl and Shorebirds | <input type="checkbox"/> American shad |
| <input type="checkbox"/> Migratory birds | |
| <input type="checkbox"/> Other listed T/E species: _____ | |

Indicate the **type of** project (check only **one box**):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Research/Monitoring | <input type="checkbox"/> Watershed Planning |
| <input type="checkbox"/> Pilot/Demo Project | <input type="checkbox"/> Education |
| <input type="checkbox"/> Full-scale Implementation | |

Is this a next-phase of an ongoing project? Yes _____ No X
Have you received funding from CALFED before? Yes _____ No X

If yes, list project title and CALFED number N/A

Have you received funding from CVPIA before? Yes _____ No X

If yes, list CVPIA program providing funding, project title and CVPIA number (if applicable):

By signing below, the applicant declares the following:

- The truthfulness of all representations in their proposal;
- The individual signing the form is entitled to submit the application on behalf of the applicant (if the applicant is an entity or organization); and
- The person submitting the application has read and understood the conflict of interest and confidentiality discussion in the PSP (Section 2.4) and waives any and all rights to privacy and confidentiality of the proposal on behalf of the applicant, to the extent as provided in the Section.

Sustainable Conservation by Ashley Doren, Co-Executive Director *AD*
Printed name of applicant

Ashley Doren 5/10/00
Signature of applicant

Executive Summary

Project Title: The Brake Pad Partnership Project: Reducing Problem Trace Metals at Their Source
Amount Requested: \$242,122
Applicant Name: Sustainable Conservation, 109 Stevenson Street, 4th Floor, San Francisco, CA 94105 (415) 977-0380 (415) 977-0381 (fax) Lobrien@suscon.org

Participants and Collaborators: The Brake Pad Partnership Project Steering Committee consists of representatives from Sierra Club, U.S. Environmental Protection Agency, Santa Clara Valley Urban Runoff Pollution Prevention Program, and major brake pad manufacturers including Federal Mogul Friction Products, BBA Friction, Sumitomo Electric Automotive and J.T. Trainor and Associates. A full list is attached to the proposal.

Executive Summary: Several water bodies within the Bay Delta are listed as impaired under Clean Water Act Section 303(d) by metals such as copper, nickel and zinc. CALFED Draft Programmatic EIS/EIR and supporting documents identify urban runoff as one of the principal sources of metal pollutants into San Francisco Bay, San Pablo Bay, Carquinez Strait, Suisin Bay, and the Delta. A 1994 South San Francisco Bay study identified automobile brake pad wear debris as the source of 80% of the copper in urban runoff. While this study contained enough scientific uncertainties to prevent regulatory or legislative action, it did lead to the creation of the Brake Pad Partnership Project (BPPP), a voluntary, collaborative effort of business, government and environmental stakeholders formed to examine the link between metals in brake pad dust, starting with copper, and water quality impairment and, if warranted, to reduce those metals in brake pads.

Launched in 1996 and led by Sustainable Conservation, the BPPP's work to date has resulted in the brake pad industry's commitment to voluntarily take the environmental effects of its products and their constituents into account in their product development process. If copper from brake pad wear debris is confirmed to have a negative environmental impact, the industry has committed in writing to reduce copper in brake pads within 5 years after that confirmation.

Sustainable Conservation, an environmental non-profit, now seeks funding for the critical next step – leading the BPPP through the development of a wear debris test that will assess the environmental impact of constituents in brake pad wear debris, starting with copper. Sustainable Conservation's hypothesis is that a brake pad wear debris test can be developed through a multistakeholder process that will: (1) determine whether or not copper in brake pad wear debris is an environmental problem, and (2) allow manufacturers to determine, while developing new brake pad formulations, whether or not other materials in wear debris from these pads could have an environmental effect (thus avoiding situations where a substitute material could be worse than the original material).

The BPPP supports CALFED's Ecosystem Restoration Goal 6: "Improve and maintain water and sediment quality to eliminate, to the extent possible, toxic impacts on organisms in the system, including humans." While the BPPP does not have physical on-the-ground activities, its impacts may be felt widely throughout the Bay-Delta system, as well as nationwide. If copper from brake pads is confirmed to have a negative environmental impact and brake pad manufacturers reduce their use of copper as a result, this project will have led to significant water quality improvements for the Bay Delta and the nation. CALFED has identified support of this project as a Priority Action in its Water Quality Program: "CALFED should participate with municipalities on the Brake Pad Consortium and other urban stormwater programs to assist in source reduction."

The Brake Pad Partnership Project: Removing Problem Trace Metals at Their Source

C. PROJECT DESCRIPTION

1. Statement of the Problem

a.1. Problem. Numerous industries and products contribute to urban polluted runoff. One unexpected source of metals in polluted runoff may be brake pads. Millions of brake pads are replaced each year because they have worn down. Brake pad wear debris is rubbed off the brake in the braking process and either falls to the road, sticks to the car, or is airborne. California Air Resources Board models predict that approximately 8,000,000 pounds of brake pad wear debris was generated in 1998 across California, almost all in the tiny form that is most environmentally harmful (PM-10). (CARB, 1996.) The majority of this debris is generated by the largest number of vehicles on the roads: automobiles and light duty trucks (vans, sport utilities, and pickup trucks). Some of the wear debris particles end up in stormwater after each rain. Brake pad wear debris is believed to contain a number of metals, including copper, zinc, nickel, and lead.

CALFED Draft Programmatic EISEIR and supporting documents identify urban runoff as one of the principal sources of metal pollutants to the Delta. (CALFED, 1999a, 5.3-8.) Studies in South San Francisco Bay, conducted in 1994 by local stormwater management agencies, indicated that for one metal, copper, the overwhelming majority of the pollution to South San Francisco Bay comes from urban stormwater runoff (SCVNSPCP, 1997.) The studies identified automotive brake pads as the primary source of copper in that runoff. It estimated that 80% of copper in urban stormwater runoff or 42% of the total copper load into the South Bay, was from brake pads (SCVNSPCP, 1994; SCVRPPP1997.) Many, but not all, brake pads contain copper. While the studies on brake pad wear debris were specific to South San Francisco Bay, if confirmed, brake pads are likely a major urban copper pollution source, nationally, and particularly in urban areas located adjacent to estuaries and rivers. The Sacramento Stormwater Management Program has also identified brake pads as a potential source of copper in their area. "Using rough estimates of the study, several tons of copper could be discharged in the urban areas in the Bay-Delta region each year from automobile brake pad wear." (CALFED, 1999b, p. 9-5.)

Several water bodies within the CALFED Bay-Delta system have been listed as impaired for metals under 303(d) of the Federal Clean Water Act. The Ecosystem Restoration Program Plan identifies water contaminants as "stressors that adversely affect ecosystem processes, habitats and species." Copper and zinc are metals of concern to beneficial uses.¹ One of CALFED's Ecosystem Goals is to: "Improve and maintain water and sediment quality to eliminate, to the extent possible, toxic impacts on organisms in the system, including humans." CALFED's strategic objective is to reduce the concentration and loading of contaminants in all aquatic environments in the Bay-Delta watershed." (CALFED, 1999c, p. 423.)

Brake pads and their constituents are currently unregulated. There are, however, federal motor vehicle performance standards that must be met that determine stopping distance for automobiles. New performance standards, effective in 2000, will likely increase copper usage in brake pads, as manufacturers expect that more copper will be used to meet customer satisfaction concerns (such as squeals) associated with the brake pads designed to meet the new performance standards.

¹ Other metals such as chromium and lead have been suggested as potentially significant, but data is being sought to further determine environmental significance. (Water Quality Program Plan, p. 9-2 (June 1999 Draft).)

a.2. History of the Brake Pad Partnership Project. The Brake Pad Partnership Project (BPPP) is an existing innovative, *voluntary* partnership of representative stakeholders from the business, government and environmental communities working collaboratively to examine the link between brake pad wear debris and surface water quality impairment nationwide, using copper impairment in South San Francisco Bay as a model. Sustainable Conservation, an environmental nonprofit, leads this effort.

In late 1996, Sustainable Conservation in cooperation with Stanford Law School, formed a 25-member Brake Pad Work Group whose objectives were: (1) to come to agreement on whether the scientific link is significant enough to warrant action to reduce copper contributions from brake pads and (2) to develop the means to accomplish appropriate reductions, if necessary. Members of the Work Group included major friction material and brake pad manufacturers and their trade association; industrial and automotive trade associations; federal, state and local governmental agencies; and environmental groups such as Sierra Club, Natural Resources Defense Council, the Chesapeake Bay Foundation and the Ecology Center of Michigan.

The first two years were primarily spent debating the merits of the original study that identified copper in brake pads as a major source of copper in urban stormwater runoff. (SCVNPSCP, 1994; Moran, 1997; O'Brien, 1996; O'Brien 1997; O'Brien, Fall 1999.) The major criticisms related to the way the study was conducted. Unused brake pads were broken off their backing, crushed manually, digested in nitric acid and then analyzed for their total metal content. Critics of the 1994 study stated that brake pad wear debris--what actually comes off the brake--is what should be analyzed. They also criticized the whole acid digestion step because whole acid digestion does not distinguish between dissolved and particulate forms of copper. Although there was some consensus that copper in brake pad wear debris probably enters stormwater, there was no consensus on whether this wear debris is having an environmental effect by contributing to surface water quality impairment. (O'Brien, 1997; O'Brien, Spring 1999.) After two years of debate, the group decided to put the 1994 study aside and focus on what the solution would be if copper in wear debris were confirmed to have a negative environmental impact and to determine what steps needed to be taken to evaluate whether that was indeed the case. Because it was apparent that resolution of the problem with such large group meetings would be difficult, Sustainable Conservation formed a smaller group of key stakeholders, which included representatives from friction material manufacturing industry, federal government, local government and environmental community. (O'Brien, 1997.) Led by Sustainable Conservation, this smaller group met between 1997 and 1999 and has achieved several important milestones.

a.3. Important Milestones to Date. The Brake Manufacturers Council is the industry's trade association representing approximately 90% of the domestic friction material market. Due to the BPPP, the BMC created a Product Environmental Committee (BMC/PEC), the BMC's first environmental subcommittee. The BMC/PEC is focused not only on copper, but also on other constituents that may be in their products. A more detailed description of the PEC can be found on the BMC website at <http://www.mema.com/nr4.html>.

In May 1999, *BMC/PEC friction material manufacturers agreed to include an analysis of environmental effects in their product design and to minimize these effects.* This means that as new brake formulations are developed to maximize safety, performance, and acceptance while minimizing cost, the objectives will also include minimizing the environmental effects of wear debris. This major initiative has long-term implications for protecting the environment.

To better understand the environmental effects of brake pad wear debris, including copper, a brake pad wear debris test must be developed that can eventually be used as a model to assess the environmental impact of certain constituents in brake pad wear debris. *If the brake pad wear debris test demonstrates that copper in brakepad wear debris is a significant source of surface water quality impairment, brakepad manufacturers have agreed to reduce the use of copper in friction materials within five years after development of this tool.* The manufacturers have also agreed to participate in a monitoring program to determine copper usage in on-highway friction material nationwide.

If explored and brought to its full potential, a test like this could benefit the public, the environment, and industry by serving as a cost-effective way to reduce potentially harmful contributions from brake pads into the environment. The wear debris test could help avoid situations where a substitute material could be worse than the original material (for instance, asbestos and lead were once commonly used in brake pads). (O'Brien, Spring 1999; O'Brien 2000).

Agreeing to evaluate the environmental effects of a product's potential contribution to water pollution is a huge commitment and one that we hope will be replicated by many other businesses contributing to polluted runoff. The wear debris test could potentially be adapted to evaluate the impacts from other products releasing metals into the environment.

There were several reasons why this solution was achieved. First, given that a case could be made that scientific uncertainties existed in the 1994 study, it was unlikely that legislative or regulatory action could easily take place. Second, the brake manufacturers did not want to go through a protracted regulatory/legislative/litigation round. They had battled with EPA for almost a dozen years over asbestos in brake pads, had switched to lead (which did not work for a variety of reasons) and now were battling again over copper. Rather than go through this after a product was on the market, the BMC/PEC manufacturers agreed in 1999 that they needed to incorporate the environmental effects of brake pad wear debris into individual company product research and development.

a.4. Next Steps. Sustainable Conservation's next step is to manage the BPPP towards collaborative development of the brake pad wear debris test. The creation of the wear debris test and using this test to evaluate copper is critical to moving the process forward and achieving real results. After securing industry's voluntary commitment, Sustainable Conservation formed a new stakeholder Steering Committee (with members from US EPA, Santa Clara Valley Pollution Prevention Urban Runoff Program, several friction material manufacturers and Sierra Club) to oversee development of the wear debris test and monitoring program and to ensure that a genuine solution is achieved. The Steering Committee has agreed that the test should be developed in a collaborative fashion with the process managed and facilitated by Sustainable Conservation. The manufacturers do not want to develop a test on their own and face the risk that the environmental and government communities will reject their results. By agreeing in advance to the structure of the test, all involved believe there is a higher likelihood of success.

To help guide the group forward to develop the test, Sustainable Conservation has retained an experienced fate and transport scientist to assist us in guiding the group forward. He will help us ask the right questions and frame those questions properly to allow for adaptive management. We chose to work with someone who had no affiliation to any stakeholder interest and will begin working with that scientist in June 2000.

CALFED has recognized the importance of the BPPP as a means of source reduction and listed participation with the BPPP as a Stage 1 Action: "CALFED should participate with municipalities on the Brake Pad Consortium [sic] and other urban stormwater programs to assist in source reduction." (CALFED, 1999b, pp. 9-6, 12-20.) (The term "Brake Pad Consortium" is referring to the Brake Pad Partnership Project.)

b. Conceptual model. The conceptual model that underlies the BPPP is shown in Figure 1.

Sustainable Conservation has successfully been using a multistakeholder process model with collaborative decisionmaking to come to voluntary agreement with the BPPP. (O'Brien 1996, 1997, Spring 1999). The BPPP works on the same concepts as BDAC (CALFED's advisory board) which brings together representatives from industry, agriculture, urban water, environmental groups, and government.

Environmental partnerships can be quite effective in producing creative solutions by allowing people to share decisionmaking to bridge differences, find common ground and identify new and creative solutions. (Long & Arnold, 1995; Thompson, 1996). Partnerships can provide opportunities to combine resources and are an alternative to time-consuming regulation and legislation or costly legal action.

c. Hypotheses being tested. It is not certain whether copper (or any other metals) in brake pad wear debris is having a negative environmental impact. Our hypothesis is that a brake pad wear debris test can be developed through a multistakeholder process that will: (1) determine whether or not copper in brake pad wear debris is an environmental problem (if yes, manufacturers have already committed to a reduction) and (2) allow manufacturers to determine, while developing new brake pad formulations, whether or not other materials in wear debris from these pads could have an environmental effect (thus avoiding situations where a substitute material could be worse than the original material.)

This hypothesis will help fulfill CALFED's Ecosystem Restoration Goal 6: "Improve and maintain water and sediment quality *to eliminate*, to the extent possible, toxic impacts on organisms in the system, including humans." (Emphasis added.) We first need to determine whether copper and other metals in brake pad wear debris are having a negative environmental effect. If they are having a negative environmental effect, reducing those metals in brake pads will reduce them in water bodies. In conjunction with reduction of problem metals from other sources, this effort can bring water bodies into compliance with regulatory standards. By meeting regulatory standards, toxic impacts will be reduced on organisms in the system.

d. Adaptive Management. The conceptual model is part of the "Targeted Research to Provide Necessary Knowledge" in the Adaptive Management Design presented in Chapter III of the proposal solicitation.

We also believe that Sustainable Conservation has been using adaptive management principals in its management of the BPPP multistakeholder process and will be using the principals as it leads the effort to develop the wear debris test.

Multi-stakeholder processes must be managed adaptively or they will not be successful. Sustainable Conservation has used the adaptive management approach in its Work Group meetings on at least two occasions. First, as described earlier, the stakeholders in the Work Group were hotly contesting the merits of the study that had linked wear debris to South San

Francisco Bay copper problems. After evaluating the progress of our meetings, Sustainable Conservation adjusted the group's focus: rather than debate the merits of the study endlessly, we guided the stakeholders towards developing voluntary solutions that everyone could agree on. Second, by evaluating the stakeholders' positions, it also became clear that the framework for the large group meetings was not effective. (O'Brien, 2000.) In response, Sustainable Conservation began working with a smaller group of key stakeholders. It was this smaller group that actually achieved the milestones described earlier.

With regard to the collaborative development of the wear debris test and with Sustainable Conservation's continued involvement, each portion of the wear debris test can be developed using adaptive management techniques of problem assessment, establishing outcomes, design, implementation, monitoring, evaluation and adjustment.

e. Educational Objectives. Although the BPPP does not have education as its primary focus, the BPP is educational in nature. Information about the BPPP was provided to EPA's Nonpoint Source Listserver, published in Coastlines (OBrien, 2000), distributed widely to the BPPP stakeholder mailing and email lists (over 300 persons throughout California and nationally), and published in Sustainable Conservation's newsletters (over 600 persons nationally). The Natural Resources Defense Council listed the BPPP as an example of a successful program promoting public education and participation. (NRDC, 1999.) Sustainable Conservation will continue to share information about this project through its newsletter, conferences and website. Our scientist will also bring the things he learns into the classroom, thus educating a new generation. The project will increase understanding of CALFED's ERP goals of eliminating toxic impacts on organisms by educating the public and manufacturers of the potential impacts of products that one might not necessarily think of as being a problem.

2. Proposed Scope of Work. This year, Sustainable Conservation formed a new stakeholder Steering Committee to oversee the development and implementation of the wear debris test and monitoring program and to ensure that a real solution is achieved. The project is ongoing and the tasks outlined below are expected to occur in the proposed funding period of February 2001-January 2003.

Task 1: Facilitate and Manage Stakeholders Towards Collaborative Development of Brake Pad Wear Debris Test.

Sustainable Conservation will continue to act as the manager and catalyst of the process and gather stakeholder (industry, environmental groups and government) input on information needs to develop the brake pad wear debris test. Sustainable Conservation will also work with an experienced, independent scientist to provide recommendations to the Steering Committee.

Major activities will include:

- Acting as coordinator and facilitator of stakeholder interests and the partnership process
- In consultation with the independent scientist, guiding development of a wear debris test that meets stakeholder needs and concerns. Sustainable Conservation envisions several steps in the development process, all of which will honor the adaptive management process. It is important to note that the stakeholders will develop the test and must control the direction and timing of the development of the test if consensus is to be achieved. These development steps may include:

a. Brake Pad Wear Debris Generation: By February 2001, the stakeholder group will have basic agreement on how the wear debris should be generated and collected, including agreement on the operating conditions of the dynamometer (the machine that generates wear debris in a laboratory setting) and collection procedures. The wear debris generation will be modified based on the characterization and fate/transport work.

b. Brake Pad Wear Debris Physical and Chemical Characterization. Working with our independent scientist, Sustainable Conservation will help provide direction on the type of chemical and physical tests that should be run on the wear debris to provide information relating to fate and transport of particles into water bodies. Some of the issues involve:

- 0 The type of chemical analyses that should be conducted (e.g., total copper, dissolved copper);
- 0 The kind of physical tests that should be conducted (particle size, shape, distribution, density); and
- 0 How to set up the physical and chemical characterization procedures to be replicated for other elements in brake pad wear debris.

c. Fate and Transport of Wear Debris Particles into Water Bodies. Working with our independent scientist, Sustainable Conservation will help provide comments on the information needed to determine the fate and transport of wear debris particles to water bodies. Some of the issues involve:

- 0 The likely transport route, based on knowledge of the size and shape or other factors, of the particles to the receiving body;
- 0 The set of questions that need to be answered to develop an estimated method of what portion of the particles are getting to the stormwater/receiving water body without field studies; and
- 0 The type of simple tests to run to simulate what happens to the copper (and ultimately the other elements in the wear debris) when it reaches stormwater/receiving water body.

- Continue to develop and implement a Copper Use Reporting and Monitoring program to determine whether copper reductions in brake pad products are occurring
- Strategic planning as it relates to engaging stakeholders, framing issues and supporting the collaborative process
- Facilitating and providing support for Steering Committee's numerous meetings and teleconferences focused on the development of additional scientific information and analysis needed to support consensual decision making
- Coordinating with the South Bay Watershed Management Initiative and the Copper Action Plan
- Presenting on the BPPP to Interested Groups (e.g. California Stormwater Task Force)
- Attending two conferences to discuss brake pads
- Making information available on the project on our website

Timeframe: February 2001-January 2003.

Task 2. Organize and facilitate two annual meetings. To continue maintaining the trust amongst the larger stakeholder group and to ensure that there is movement towards actual

results, Sustainable Conservation will host an annual meeting of interested stakeholders (including steering committee, work group and other interested persons) that will cover, at a minimum, the following topics:

- Status of the development of the brake pad wear debris test and any available results, including presentation by Sustainable Conservation's independent scientist on current recommendations
- Available environmental monitoring data, including but not limited to stormwater monitoring results and the United States Geological Survey's results from its yearly study of impact of stormwater on clams in south San Francisco Bay
- General activities undertaken by industry in terms of research and development for reduced copper friction materials
- Activities to reduce other copper sources in the South Bay

Timeframe: Planning February 2001-June 2001, Meeting Held in June 2001
Planning February 2002-June 2002, Meeting Held in June 2002

Project Management: Oversight of Project Tasks and Prepare Reports and Presentations for CALFED. This task includes oversight of project activities in Task 1 and Task 2. In addition, Sustainable Conservation will prepare quarterly reports as well as an annual report and a final report for CALFED during the grant period. We will make these reports available on our website. Sustainable Conservation will also make an annual presentation and final presentation to CALFED.

Timeframe: February 2001-January 2003.

a. Location and/or Geographic Boundaries of the Project. The BPPP does not have physical on-the-ground activities. Its impacts, however, may be felt widely throughout the Bay-Delta system, as well as nationwide. Several water bodies within the CALFED region are listed as impaired under Section 303(d) of the Clean Water Act by metals such as copper, nickel and zinc (which may be present in brake pad wear debris.) Stormwater sources are listed as probable sources of these metals in San Francisco Bay, San Pablo Bay, Carquinez Strait, Suisin Bay, and Delta. (CALFED 1999b, Appendix B).

b. Approach. Sustainable Conservation will work with a stakeholder group using a collaborative approach.

c. Monitoring and Assessment Plans. Sustainable Conservation will include the following in its quarterly and annual reports to CALFED: 1) short summary of accomplishments and how we are meeting our timeline and expected products, 2) narrative on overall project tasks, obstacles encountered and how we responded to those obstacles, 3) expected activities for next reporting period, and 4) financial information.

d. Data Handling and Storage. We will post on our web site the quarterly and annual reports prepared for CALFED that track the progress of the BPPP. We will also post information on the annual stakeholder meeting on our web site

e. Expected Products/Outcomes

☐ Development of Brake Pad Wear Debris Test and Results Evaluating Copper (January 2003)

- ❑ Copy of Copper Use in Friction Materials Reporting and Monitoring Program and Results from 2000 (June 2001)
- ❑ Copy of Copper Use in Friction Materials Reporting and Monitoring Program and Results from 2001 (June 2002)
- ❑ Quarterly Reports 2001,2002
- ❑ Annual Report for 2001,2002 (Jan. 2002, Jan. 2003)
- ❑ Final Report (January 2003)
- ❑ Two Annual Stakeholder Meetings (June 2001, June 2002)
- Two Annual Presentations to CALFED (Jan 2002, Jan. 2003)
- ❑ Two Sustainable Conservation Newsletter Articles (Summer 2001, Summer 2002)

f. Work Schedule. See Proposed Scope of Work Section above which lists the work schedule. An annual time line with proposed start and stop dates and accomplishments of major milestones is attached in Figure 2.

g. Feasibility. Sustainable Conservation believes that the approach described above is both feasible and appropriate to the issue at hand and that the project can be completed in the time allotted.

Sustainable Conservation has worked successfully with this group of stakeholders for over three years. We have successfully guided the group towards a solution, and the Steering Committee has formed good working relationships with each other. Based on our four years of experience with the BPPP, we believe that we can continue to move the group forward.

Further, the stakeholders are motivated to resolve the issue of whether copper is negatively impacting the environment. Industry continues to come to the table because they would much prefer a voluntary solution, in which they are involved, to regulation. The environmental community believes copper is negatively impacting the environment and wants a solution but understands that further information is needed for action to take place. And, lastly the government entities are responsible for the load reductions that will most likely be required from stormwater sources as a result of the TMDL process.

The constraint that can impact the schedule is that this project is by its very nature collaborative: the stakeholders must control the direction and timing of the next steps if consensus is to be achieved.

D. APPLICABILITY TO CALFED ERP GOALS AND IMPLEMENTATION PLAN AND CVPIA PRIORITIES.

1. ERP Goals and CVPIA Priorities. The BPPP will help CALFED meet Ecosystem Restoration Goal 6: "Improve and maintain water and sediment quality to eliminate, to the extent possible, toxic impacts on organisms in the system, including humans." "Water quality degradation caused by natural and introduced pollutants may also have contributed to the overall decline in the health and productivity of the Delta." (CALFED Bay-Delta program: Ecosystem Quality (http://calfed.ca.gov/general/eco_quality.html).) CALFED's strategic objective is to reduce the concentration and loading of contaminants in all aquatic environments in the Bay-Delta watershed." (CALFED, June 1999c, p. 423.)

CALFED Draft Programmatic EIS/EIR and supporting documents identify urban runoff as one of the principal sources of metal pollutants to the Delta. (CALFED 1999a, p. 5.3-8, CALFED, 1999b p. 9-5). "Using rough estimates of the study, several tons of copper could be discharged in the urban areas could be discharged in the urban areas in the Bay-Delta region each year from automobile brake pad wear." (CALFED 1999b, p. 9-5)

CALFED has identified support of this project as a Priority Action in its Water Quality Program: "CALFED should participate with municipalities on the Brake Pad Consortium and other urban stormwater programs to assist in source reduction." (CALFED 1999b, p. 9-5, 9-7, 12-20.) As noted above, the "Brake Pad Consortium" is the BPPP.

CALFED notes that "A majority of the work relating to reduction of copper in the Bay-Delta rests on the results of studies that still need to be done." The BPPP is part of that work.

2. Relationship to Other Ecosystem Restoration Projects.

See System-Wide Ecosystem Benefits below.

3. System-Wide Ecosystem Benefits. The Bay continues to be at risk from high levels of contaminants affecting water quality. CALFED's "Restoring the Environment: Investing in the Future 1999 Annual Report" notes that: "The ecological health of Suisin Bay, San Pablo Bay and San Francisco Bay can influence the success and recovery of species dependent on the Delta and even the success of restoration efforts themselves." (CALFED, 1999d.)

If the brake pad wear debris test shows that copper present in brake pad wear debris is having an environmental effect, manufacturers have committed to reducing copper. Thus, the test would indicate that reducing copper in wear debris will reduce copper in water bodies, thereby improving water quality. In addition, the brake pad wear debris test will be used by manufacturers on other materials to determine their environmental effects with the end goal being to minimize those effects.

The long-term success of this project can be measured after the end of the grant period by the following:

- The brake pad wear debris test is collaboratively designed and executed.
- If the results of the wear debris test show that copper is having an environmental effect, manufacturers execute their commitment to reduce copper with 5 years of test results and

the brake pad manufacturers' copper monitoring and reporting program reflects this reduction as do reduced copper levels in stormwater.

- The manufacturers use the wear debris test on other constituents when developing new brake pads.
- Number of projects that use the information developed in the wear debris test on other polluted runoff issues.
- Number of projects that use the Brake Pad Partnership Project as a model for collaborative pollution prevention projects.

E. Qualifications. Sustainable Conservation is a non-profit, environmental organization dedicated to advancing the stewardship of land and water resources affected by economic activity. We proactively engage businesses and private landowners in conservation by using the incentives and capabilities of the private sector. The organization was founded eight years ago upon our belief that if the private sector is not actively involved in conservation, we will not make real progress on many of the environmental issues that our society faces. All of Sustainable Conservation's staff has significant business experience which causes us to look at environmental problems from a different perspective than most environmental organizations and enables us to develop new solutions that actively engage businesses and private landowners.

Sustainable Conservation is well positioned to bring essential resources and expertise to both the substantive issues raised and the partnership process itself. Sustainable Conservation has considerable experience in convening and actively supporting voluntary partnerships. Moreover, Sustainable Conservation provides an objective forum for stakeholders to define the business, legal, and technical issues related to developing and implementing a non-regulatory solution to reducing the environmental impacts of brake pad wear debris. The expertise we bring to the table includes:

- Proven track record of working with diverse group of stakeholders, including those in the Brake Pad Partnership project since 1996;
- Experience and knowledge of business issues;
- Experience and knowledge of regulatory and environmental issues;
- Facilitation abilities;

More information on Sustainable Conservation is available on our website at www.suscon.org.

Staff for this project will include:

ELIZABETH O'BRIEN, *Senior Project Manager*. Liz has managed the BPPP since 1996. She has developed high level contacts at regulatory agencies in the Bay Area including the RWQCB, EPA, and DTSC. Liz has both a scientific and legal background. She received her BS in Biological Sciences from the University of Southern California, her MS in Engineering (environmental emphasis) from the University of California, Irvine where her thesis work involved analyzing the impact of heavy metals on an urban marsh. She also received her JD from Boalt Hall School of Law at University of California, Berkeley. Prior to joining Sustainable Conservation, she practiced as an environmental attorney for eight years. As a Senior Associate at Shaw, Pittman, Potts & Trowbridge in Washington, D.C., Liz assisted clients in complying with federal environmental statutes, including the Clean Air Act, the Resource Conservation and Recovery Act (RCRA), and CERCLA (also known as Superfund), as well as with state and local environmental laws. Prior to this position, she worked at Remy, Thomas and Moose in Sacramento and with Graham & James in San Francisco. Liz has also served as a volunteer attorney for The Nature Conservancy where she analyzed the legal issues associated with converting farm fields to wetlands during non-grow season. Please see literature review for a list of Liz's publications related to the BPPP.

A Project Manager will also be a part of the team. This Project Manager has not yet been identified but will have the same skill set as all employees at Sustainable Conservation: ability to engage the business community and work collaboratively with stakeholders.

Sustainable Conservation will also be working with an experienced fate and transport scientist to help us guide the group toward collaborative development of the wear debris test.

MARK SCHLAUTMAN, *Assistant Professor, Clemson University*. Mark is a faculty member in the Department of Agricultural and Biological Engineering at Clemson University in the area of natural resources engineering. He also holds a joint appointment in the Department of Environmental Toxicology and the Clemson Institute of Environmental Toxicology (specialty areas of environmental chemistry and water/soil quality). Mark's principal area of expertise is aqueous geochemistry/aquatic surface chemistry, and his current research activities focus on the fate and transport of organic pollutants, trace metals, and radionuclides in the environment and on developing ways to remediate polluted sites. For one project, which is directly relevant to the present proposal, he is working with colleagues in the Clemson Institute of Environmental Toxicology to examine the bioavailability and toxicity of different forms of copper in freshwater systems. In 1999, Mark was the recipient of a National Science Foundation CAREER Development award, one of the most prestigious awards available to young university professors. He is a member of the American Chemical Society (environmental chemistry, geochemistry, and colloid and surface chemistry divisions), the American Geophysical Union (hydrology division), the Society of Environmental Toxicology and Chemistry, the American Water Works Association, and the Water Environment Federation. Prior to his appointment at Clemson, Mark was a faculty member at Texas A&M University in environmental engineering. Mark received his BS in Chemical Engineering from the University of Nebraska-Lincoln, and an MS and PhD in Environmental Engineering Science from the California Institute of Technology. Representative peer-reviewed publications from the past five years include:

- Han, I., Schlautman, M.A., Batchelor, B. "Removal of Hexavalent Chromium from Groundwater by Granular Activated Carbon," *Wat. Environ. Res.*, 2000, 72, 29-39.
- Lee, W., Batchelor, B., Schlautman, M.A. "Reductive Capacity of Soils for Chromium," *Environ. Technol.* (in press).
- Han, I., Schlautman, M.A. "Effects of pH and Dissolved Oxygen on the Reduction of Hexavalent Chromium by Dissolved Ferrous Iron in Low-Buffered Aqueous Systems," *Wat. Res.* (in review).
- Ko, S.-O., Schlautman, M.A. "Partitioning of Hydrophobic Organic Compounds to Sorbed Surfactants. 2. Model Development/Predictions for Surfactant-Enhanced Remediation Applications," *Environ. Sci. Technol.* **1998**, 32, 2776-2781.
- Ko, S.-O., Schlautman, M.A., Carraway, E.R. "Partitioning of Hydrophobic Organic Compounds to Hydroxypropyl β -Cyclodextrin: Experimental Studies and Model Predictions for Surfactant-Enhanced Remediation Applications," *Environ. Sci. Technol.* **1999**, 33, 2765-2770.
- Ko, S.-O., Schlautman, M.A., Carraway, E.R. "Cyclodextrin-Enhanced Electrokinetic Removal of Phenanthrene from a Model Clay Soil," *Environ. Sci. Technol.* **2000**, 34, 1535-1541.
- Huang, W., Schlautman, M.A., Weber, W.J., Jr. "A Distributed Reactivity Model for Sorption by Soils and Sediments. 5. The Influence of Near-Surface Characteristics in Mineral Domains," *Environ. Sci. Technol.* **1996**, 30, 2993-3000.

F. Cost

1. Budget. See Detailed Budget.

- 2. Cost-Sharing.** Sustainable Conservation plans to raise \$60,000 out of the total project budget of \$302,122. We have successfully raised \$400,000 between 1995 - May 2000 and feel confident that we can raise additional funding. We have \$6,000 committed from the San Francisco Foundation for Dr. **Mark** Schaultman's time (funds available Feb. 2001). We plan to request funds from previous funders, including Sacramento Urban Runoff Program, Santa Clara Valley Urban Runoff Pollution Prevention Program, and the Brake Manufacturers Council, as well as private foundations for the remaining \$54,000.

G. Local Involvement. The BPPP does not have physical on-the-ground activities. However, its impacts may be felt widely throughout the Bay-Delta system, as well as nationwide. We have the support of local governments, federal government, environmental community and the business community:

Local Government/Federal Government. A local stormwater program in South San Francisco Bay is a member on the BPPP Steering Committee. Several other local stormwater programs continue to support the BPPP due to the potential link between copper in brake pad wear debris and localized water quality issues and have been notified of this proposal (see attached letters). These stormwater programs are the Santa Clara Valley Urban Runoff Pollution Prevention Program and the Sacramento Stormwater Management Program. We have also notified the Bay Area Association of Stormwater Management Agencies. In addition, the US EPA has a representative on the BPPP Steering Committee, and Sustainable Conservation has had financial support through a grant from Region IX for the BPPP.

Environmental Community. The BPPP Steering Committee has a member representing Sierra Club. We have the support of several local and national environmental groups who have participated in either the Work Group or on the Technical Subcommittee or currently on the Steering Committee. These include: NRDC, Sierra Club, Ecology Center and Chesapeake Bay Foundation. Local environmental groups in South San Francisco, such as CLEAN South Bay and Silicon Valley Toxics Coalition also support the BPPP.

Business Community. BMC a national trade association representing 90% of the friction material market is a member of the BPPP Steering Committee. The Silicon Valley manufacturing group participated in the BPPP Work Group meetings.

Public Outreach Plan: The BPPP was listed as an example of a successful program promoting public education and participation by the Natural Resources Defense Council in 1999 (NRDC, 1999). We will continue our public outreach through hosting an annual meeting of interested stakeholders (including steering committee, work group and other interested persons) that will cover, at a minimum, the following topics:

- Status of the development of the brake pad wear debris test and any available results, including presentation by Sustainable Conservation's independent scientist on current recommendations
- Available environmental monitoring data, including but not limited to stormwater monitoring results and the United States Geological Survey's results from its yearly study of impact of stormwater on clams in south San Francisco Bay
- General activities undertaken by industry in terms of research and development for reduced copper friction materials
- Activities to reduce other copper sources in the South Bay

We will also post all quarterly, annual and final reports on our web site. We will also write two articles for Sustainable Conservation's newsletter which local stakeholders will receive (as well as national stakeholders).

H. Compliance with Standard Terms and Conditions. Sustainable Conservation has reviewed and understood the standard terms in Attachments D (State) and E (Federal) of the 2000 Proposal Solicitation and will comply with the state and federal standard terms, as applicable

I. Literature Cited.

- CALFED (June 1999a) Draft Programmatic EIS/EIR.
- CALFED (June 1999b) Water Quality Program Plan, Draft Programmatic EIS/EIR Technical Appendix.
- CALFED (June 1999c) Volume 1: Ecosystem Restoration Program Plan (Introduction to Stressor Visions).
- CALFED (November 1999d) "Restoring the Environment : Investing in the Future 1999 Annual Report."
- California Air Resources Board (1996) *Methodology for Estimating Emissions from On-Road Motor Vehicles Volume II: EMFAC7G*.
- Long & Arnold (1995) **The Power of Environmental Partnerships.**
- Management Institute for Environment and Business (1995) **Environmental Partnerships: A Business Handbook.**
- Moran, Kelly D. (1998) *Copper, Brake Pads, & Water Quality: Can a National Voluntary Partnership Improve Water Quality?*, **Water Environment Federation Proceedings "Watershed Management: Moving from Theory to Implementation"**
- Natural Resources Defense Council (May 1999) **Stormwater Strategies: Community Responses to Runoff Pollution**, pp. 184-85
- OBrien, Elizabeth A. (1996) *Phase I Report of the Brake Pad Partnership Project*, Common Ground for the Environment
- OBrien, Elizabeth A. (1997) **Brake Pads Partnership Project: Interim Phase 2 Report (1996-1997)** Common Ground for the Environment
- O'Brien, Elizabeth A. (Fall 1997) *Project Profile; Brakepads*, **Sustainable Conservation Newsletter**, p. 2 at www.suscon.org
- OBrien, Elizabeth A. (Spring 1999) *Project Profile: Brake Pad Partnership Project*, **Sustainable Conservation Newsletter**, p. 2 at www.suscon.org
- OBrien, Elizabeth A. (Fall 1999) *Lessons Learned from the Brake Pad Partnership Project* **Sustainable Conservation Newsletter** Insert at www.suscon.org
- OBrien, Elizabeth A. (Feb. 2000) *Partnering for Stormwater Solutions: Lessons Learned from the Brake Pad Partnership project*, **Coastlines** Issue 10.1, p. 9 (also available at Santa Clara Valley Nonpoint Source Pollution Control Program (1994) **Contribution of Heavy Metals to Stormwater from Automotive Disc Brake Pad Wear**, prepared by Woodward-Clyde Consultants
- Santa Clara Valley Runoff Pollution Prevention Program (1997) **Metals Control Measures Plan and Evaluation of Nine Metals of Concern**, prepared by Woodward Clyde Consultants
- Tenine Institute, *Manufacturers Look at Pollution from Copper Brake Pads* (Sept/Oct 1998) **Nonpoint Source News Notes**, p.5 (at www.epa.gov/owow/info/NewsNotes/index.html).
- Thompson, Barton H (June 1996) "The Search for Regulatory Alternatives" **15 Stanford Environmental Law Journal** p. vii-xii.

Brake Pad Partnership Project
Steering Committee Members

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Sustainable Conservation

May 11, 2000

Ms. Jill Bicknell
Santa Clara Valley Urban Runoff Prevention Program
C/O EOA, Inc.
699 Town & Country Village
Sunnyvale, CA 94086

Re: CALFED Proposal

Dear Jill,

Enclosed please find a copy of our proposal: "The Brake Pad Partnership Project: Reducing Problem Trace Metals at Their Source," which we have submitted to CALFED. As you know, launched in 1996 and led by Sustainable Conservation, the Brake Pad Partnership Project (BPPP's) work to date has resulted in the brake pad industry's commitment to voluntarily take the environmental effects of its products and their constituents into account in their product development process. If copper from brake pad wear debris is confirmed to have a negative environmental impact, the industry has committed in writing to reduce copper in brake pads within 5 years after that confirmation.

Sustainable Conservation is seeking funding from CALFED for us to continue our role in the critical next step – leading the BPPP through the development of a wear debris test that will assess the environmental impact of constituents in brake pad wear debris, starting with copper. Sustainable Conservation's hypothesis is that a brake pad wear debris test can be developed through a multistakeholder process that will: (1) determine whether or not copper in brake pad wear debris is an environmental problem, and (2) allow manufacturers to determine, while developing new brake pad formulations, whether or not other materials in wear debris from these pads could have an environmental effect (thus avoiding situations where a substitute material could be worse than the original material).

This funding proposal does not involve physical on-the-ground activities and, thus, local notification is not required by CALFED. However, as an important stakeholder and funder, as well as a stormwater program interested in stormwater solutions in the Bay-Delta, we wanted you to know of this proposal.

Wish us luck!

Sincerely yours,



Elizabeth A. O'Brien
Senior Project Manager

109 Stevenson Street, Fourth Floor San Francisco, California 94105 Tel: 415 977 0380 Fax: 415 977 0381
E-mail: suscon@igc.org Website: <http://www.suseon.org>



Printed with Soy Based Ink

SustainableConservation

May 11,2000

Ms. Elissa Callman
Sacramento Stormwater Management Program
Department of Utilities
City of Sacramento
1395 35th Avenue
Sacramento, CA 95822

Re: CALFED Proposal

Dear Elissa,

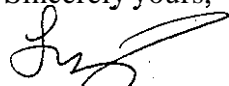
Enclosed please find a copy of our proposal: "The Brake Pad Partnership Project: Reducing Problem Trace Metals at Their Source," which we have submitted to CALFED. As you know, launched in 1996 and led by Sustainable Conservation, the Brake Pad Partnership Project (BPPP's) work to date has resulted in the brake pad industry's commitment to voluntarily take the environmental effects of its products and their constituents into account in their product development process. If copper from brake pad wear debris is confirmed to have a negative environmental impact, the industry has committed in writing to reduce copper in brake pads within 5 years after that confirmation.

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This funding proposal does not involve physical on-the-ground activities and, thus, local notification is not required by CALFED. However, as one of our funders, and as a stormwater program interested in stormwater solutions in the Bay-Delta, we wanted you to know of this proposal.

Wish us luck!

Sincerely yours,



Elizabeth A. O'Brien
Senior Project Manager

109 Stevenson Street, Fourth Floor San Francisco, California 94105 Tel: 415 977 0380 Fax: 415 977 0381
E-mail: suscon@igc.org Website: <http://lw.suscon.org>



SustainableConservation.

May 11, 2000

Mr. Geoff Brousseau
Bay Area Association of Stormwater Management Agencies
1515 Clay Street, Suite 1400
Oakland, CA 94612

Re: CALFED Proposal

Dear Geoff,


Enclosed please find a copy of our proposal: "The Brake Pad Partnership Project: Reducing Problem Trace Metals at Their Source;" which we have submitted to CALFED. As you know, launched in 1996 and led by Sustainable Conservation, the Brake Pad Partnership Project (BPPP's) work to date has resulted in the brake pad industry's commitment to voluntarily take the environmental effects of its products and their constituents into account in their product development process. If copper from brake pad wear debris is confirmed to have a negative environmental impact, the industry has committed in writing to reduce copper in brake pads within 5 years after that confirmation.

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This funding proposal does not involve physical on-the-ground activities and, thus, local notification is not required by CALFED. However, as a stormwater program interested in stormwater solutions in the Bay-Delta, we wanted you to know of this proposal.

Wish us luck!

Sincerely yours,


Elizabeth A. O'Brien
Senior Project Manager



Environmental Compliance Checklist

All applicants must fill out this Environmental Compliance Checklist. Applications must contain answers to the following questions to be responsive and to be considered for funding. Failure to answer these questions and include them with the application will result in the application being considered nonresponsive and not considered for funding.

1. Do any of the actions included in the proposal require compliance with either the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), or both?

YES

~~_____~~
NO

2. If you answered yes to # 1, identify the lead governmental agency for CEQA/NEPA compliance.

Lead Agency

3. If you answered no to # 1, explain why CEQA/NEPA compliance is not required for the actions in the proposal. **This action is not a "project" as defined by CEQA nor a "major federal action" as defined by NEPA. However, in the spirit of CEQA/NEPA, public involvement is included by holding annual stakeholder meeting as well making information available on the project on our website www.suscon.org**

4. If CEQA/NEPA compliance is required, describe how the project will comply with either or both of these laws. Describe where the project is in the compliance process and the expected date of completion.

N/A

5. Will the applicant require access across public or private property that the applicant does not own to accomplish the activities in the proposal?

YES

~~_____~~
NO

If yes, the applicant must attach written permission for access from the relevant property owner(s). Failure to include written permission for access may result in disqualification of the proposal during the review process. Research and monitoring field projects for which specific field locations have not been identified will be required to provide access needs and permission for access with 30 days of notification of approval.

6. Please indicate what permits or other approvals may be required for the activities contained in your proposal. Check all boxes that apply.

LOCAL

Conditional use permit	<input type="checkbox"/>	
Variance	<input type="checkbox"/>	
Subdivision Map Act approval	<input type="checkbox"/>	
Grading permit	<input type="checkbox"/>	
General plan amendment	<input type="checkbox"/>	
Specific plan approval	<input type="checkbox"/>	
Rezone	<input type="checkbox"/>	<input type="checkbox"/>
Williamson Act Contract	<input type="checkbox"/>	
cancellation	<input type="checkbox"/>	
Other _____		
(please specify)		
None required	<input checked="" type="checkbox"/>	

STATE

CESA Compliance	<input type="checkbox"/>	(CDFG)
Streambed alteration permit	<input type="checkbox"/>	(CDFG)
CWA § 401 certification	<input type="checkbox"/>	(RWQCB)
Coastal development permit	<input type="checkbox"/>	(Coastal Commission/BCDC)
Reclamation Board approval	<input type="checkbox"/>	
Notification	<input type="checkbox"/>	(DPC, BCDC)
Other _____		
(please specify)		
None required	<input checked="" type="checkbox"/>	

FEDERAL

ESA Consultation	<input type="checkbox"/>	(USFWS)
Rivers & Harbors Act permit	<input type="checkbox"/>	(ACOE)
CWA § 404 permit	<input type="checkbox"/>	(ACOE)
Other _____		
(please specify)		
None required	<input checked="" type="checkbox"/>	

DPC = Delta Protection Commission
CWA = Clean Water Act
CESA = California Endangered Species Act
USFWS = U.S. Fish and Wildlife Service
ACOE = U.S. Army Corps of Engineers

ESA = Endangered Species Act
CDFG = California Department of Fish and Game
RWQCB = Regional Water Quality Control Board
BCDC = Bay Conservation and Development Comm.

Land Use Checklist

All applicants must fill out this Land Use Checklist for their proposal. Applications must contain answers to the following questions to be responsive and to be considered for funding. Failure to answer these questions and include them with the application will result in the application being considered nonresponsive and not considered for funding.

1. Do the actions in the proposal involve physical changes to the land (i.e. grading, planting vegetation, **or** breaching levees) **or** restrictions in land use (i.e. conservation easement **or** placement of land in a wildlife refuge)?

YES

X

NO

2. If NO to # 1, explain what type of actions are involved in the proposal (i.e., research only, planning only).
Research only.

3. If YES to # 1, what is the proposed land use change **or** restriction under the proposal?

4. If YES to # 1, is the land currently under a Williamson Act contract?

YES

NO

5. If YES to # 1, answer the following:

Current land use

Current zoning

Current general plan designation

6. If YES to #1, is the land classified as Prime Farmland, Farmland of Statewide Importance **or** Unique Farmland on the Department of Conservation Important Farmland Maps?

YES

NO

DON'T KNOW

7. If YES to # 1, how many acres of land will be subject to physical change **or** land use restrictions under the proposal?

8. If YES to # 1, is the property currently being commercially farmed **or** grazed?

YES

NO

9. If YES to #8, what are

the number of employees/acre _____

the total number of employees _____

10. **Will the applicant acquire any interest in land under the proposal (fee title or a Conservation easement)?**

YES

NO

11. What entity/organization will hold the interest? N/A

12. If YES to # 10, answer the following:

Total number of acres to be acquired under proposal

Number **of** acres to be acquired in fee

Number of acres to be subject to conservation easement

13. For all proposals involving physical changes to the land or restriction in land **use**, describe what entity or organization will: N/A

manage the property

provide operations and maintenance services

conduct monitoring

14. For land acquisitions (fee title or easements), will existing water rights also be acquired? N/A

YES

NO

15. Does the applicant propose any modifications to the water right or change in the delivery of the water?

YES

X

NO

16. If YES to # 15, describe _____

APPLICATION FOR
FEDERAL ASSISTANCE

2. DATE SUBMITTED

May 9, 2000

Applicant Identifier

1. TYPE OF SUBMISSION
Application

Preapplication

3. DATE RECEIVED BY STATE

State Application Identifier

N/A

☐ Continuation
☒ New Construction

☐ Continuation
☒ New Construction

4. DATE RECEIVED BY FEDERAL AGENCY

Federal Identifier

5. APPLICANT INFORMATION

Legal Name:

Sustainable Conservation

Organizational Unit:

Address (give city, county, state, and zip code):
109 Stevenson Street 4th Floor
San Francisco, CA 94105

Name and telephone number of the person to be contacted on matters involving this application (give area code)

Elizabeth O'Brien

(415) 977-0830

6. EMPLOYER IDENTIFICATION (EIN):

94-2222222

8. TYPE OF APPLICATION:

☒ New ☐ Continuation Revision

If Revision, enter appropriate item(s) in box(es):

A. Increase Award B. Decrease Award
C. Increase Duration D. Decrease Duration
Other Specify:

7. TYPE OF APPLICANT: (enter appropriate letter here) N

A. State H. Independent School District
B. County I. State Controlled Institution of Higher Learning
C. Municipal J. Private University
D. Township K. Indian Tribe
E. Interstate L. Individual
F. Intramunicipal M. Profit Organization

G. Special District

N. Other (Specify): Non Profit

10. CATALOG OF FEDERAL

DOMESTIC ASSISTANCE NUMBER: N/A

TITLE: N/A

9. NAME OF FEDERAL AGENCY: Bureau of Reclamation

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:

Removing Trace Metals at Their Source: The Brake Pad Partnership Project

12. AREAS AFFECTED BY PROJECT (city, county, state, etc.):

United States Waters

13. PROPOSED PROJECT:

Start Date

End Date

2/01/2001

1/31/2003

14. CONGRESSIONAL DISTRICT OF

a. Applicant:

8

b. Project

All

a. Federal

\$ 242,122

b. Applicant

\$

c. State

\$

d. Local

\$

e. Other

\$ 60,000

f. Program Income

\$

g. TOTAL

\$ 302,122

16. IS APPLICANT SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER

12372 PROCESS?

a. YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE
TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON
DATE _____

b. NO X PROGRAM IS NOT COVERED BY E.O. 12372
OR PROGRAM HAS NOT BEEN SELECTED STATE FOR REVIEW

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ Yes If "Yes" attach an explanation.

X No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Typed Name of Authorized Representative:

Ashley Boren

b. Title: Co-Executive Director

c. Telephone Number

(415) 977-0380

d. Signature of Authorized Representative:

Ashley Boren

e. Date Signed

5/08/00

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 03-01-0004

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Brake Pad Pntshp	N/A	\$	\$	\$ 242,122	\$ 60,000	\$ 302,122
2.						
3.						
4						
5. TOTALS		\$ 0.00	\$ 0.00	\$ 242,122	\$ 60,000	\$ 302,122

SECTION B - BUDGET CATEGORIES

6. OBJECT CLASS CATEGORIES	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
a. Personnel	\$ 128,699	\$	\$	\$	\$ 128,699
b. Fringe Benefits	13,007				13,007
c. Travel	9,000				9,000
d. Equipment	3,000				3,000
e. Supplies	3,200				3,200
f. Contractual	49,992				49,992
g. Construction	0				0
h. Other	35,399				35,399
i. Total Direct Charges (sum of 6a - 6h)	242,297	0.00	\$		242,297
j. Indirect Charges	59,825				59,825
k. TOTALS (sum of 6i and 6j)	\$ 302,122	\$ 0.00	\$ 0	\$ 0	\$ 302,122
7. Program Income	\$ 0	\$	\$	\$	\$ 0.00

SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS
8. Switzer Foundation	\$	\$	\$ 6,000	\$ 6,000
9. Other Sources			54,000	54,000
10.				
11.				
12. TOTAL (sum of lines 8 and 11)	\$ 0.00	\$ 0.00	\$ 60,000	\$ 60,000

SECTION D - FORECASTED CASH NEEDS

13. Federal	(Total for 1st Year)	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
2/01/01 1/31/02	\$ 119,625	\$ 29,907	\$ 29,907	\$ 29,907	\$ 29,907
14. NonFederal	30,000	7,500	7,500	7,500	7,500
15. TOTAL (sum of lines 13 and 14)	\$ 149,625	\$ 31,407	\$ 37,407	\$ 37,407	\$ 37,407

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (Year)			
	(b) First	(c) Second	(d) Third	(e) Fourth
16. Brake Pad Pntshp 2/1/01 - 1/31/02	\$ 122,497	\$ 0	\$ 0	\$ 0
17.				
18.				
19.				
20. TOTALS (sum of lines 16 - 19)	\$ 122,497	\$ 0	\$ 0	\$ 0

SECTION F - OTHER BUDGET INFORMATION
(Attach additional sheets if necessary)

21. Direct Charges: 242,297	22. Indirect Charges: 59,825
23. Remarks:	

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1663, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 5794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse ~~Offe~~ and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. 5874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Co-Executive Director
APPLICANT ORGANIZATION Sustainable Conservation	DATE SUBMITTED 5110/00

Not Applicable

OMB Approval No. 0348-004

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$.00	\$.00	\$.00
2. Land, structures, rights-of-way, appraisals, etc.	\$.00	\$.00	\$.00
3. Relocation expenses and payments	\$.00	\$.00	\$.00
4. Architectural and engineering fees	\$.00	\$.00	\$.00
5. Other architectural and engineering fees	\$.00	\$.00	\$.00
6. Project inspection fees	\$.00	\$.00	\$.00
7. Site work	\$.00	\$.00	\$.00
8. Demolition and removal	\$.00	\$.00	\$.00
9. Construction	\$.00	\$.00	\$.00
10. Equipment	\$.00	\$.00	\$.00
11. Miscellaneous	\$.00	\$.00	\$.00
12. SUBTOTAL (sum of lines 1-11)	\$.00	\$.00	\$.00
13. Contingencies	\$.00	\$.00	\$.00
14. SUBTOTAL	\$.00	\$.00	\$.00
15. Project (program) income	\$.00	\$.00	\$.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$.00	\$.00	\$.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.			
Enter eligible costs from line 16c Multiply X _____ %			\$.00

INSTRUCTIONS FOR THE SF-424C

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0041), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This sheet is to be used for the following types of applications: (1) "New" (means a new [previously unfunded] assistance award); (2) "Continuation" (means funding in a succeeding budget period which stemmed from a prior agreement to fund); and (3) "Revised" (means any changes in the Federal Government's financial obligations or contingent liability from an existing obligation). If there is no change in the award amount, there is no need to complete this form. Certain Federal agencies may require only an explanatory letter to effect minor (no cost) changes. If you have questions, please contact the Federal agency.

Column a. - If this is an application for a "New" project, enter the total estimated cost of each of the items listed on lines 1 through 16 (as applicable) under "COST CLASSIFICATION."

If this application entails a change to an existing award, enter the eligible amounts approved under the previous award for the items under "COST CLASSIFICATION."

Column b. - If this is an application for a "New" project, enter that portion of the cost of each item in Column a. which is not allowable for Federal assistance. Contact the Federal agency for assistance in determining the allowability of specific costs.

If this application entails a change to an existing award, enter the adjustment [+ or (-)] to the previously approved costs (from column a.) reflected in this application.

Column. - This is the net of lines 1 through 16 in columns "a." and "b."

Line 4 - Enter estimated basic engineering fees related to construction (this includes start-up services and preparation of project performance work plan).

Line 5 - Enter estimated engineering costs, such as surveys, tests, soil borings, etc.

Line 6 - Enter estimated engineering inspection costs

Line 7 - Enter estimated costs of site preparation and restoration which are not included in the basic construction contract.

Line 9 - Enter estimated cost of the construction contract.

Line 10 - Enter estimated cost of office, shop, laboratory, safety equipment, etc. to be used at the facility, if such costs are not included in the construction contract.

Line 11 - Enter estimated miscellaneous costs.

Line 12- Total of items 1 through 11

Line 13 - Enter estimated contingency costs. (Consult the Federal agency for the percentage of the estimated construction cost to use.)

Line 14 - Enter the total of lines 12 and 13.

Line 15 - Enter estimated program income to be earned during the grant period, e.g., salvaged materials, etc.

Line 16 - Subtract line 15 from line 14

Line 17 - This block is for the computation of the Federal share. Multiply the total allowable project costs from line 16, column "c." by the Federal percentage share (this may be up to 100 percent; consult Federal agency for Federal percentage share) and enter the product on line 17.

Line 1 - Enter estimated amounts needed to cover administrative expenses. Do not include costs which are related to the normal functions of government. Allowable legal costs are generally only those associated with the purchases of land which is allowable for Federal participation and certain services in support of construction of the project.

Line 2 - Enter estimated site and right(s)-of-way acquisition costs (this includes purchase, lease, and/or easements).

Line 3 - Enter estimated costs related to relocation advisory assistance, replacement housing, relocation payments to displaced persons and businesses, etc.

ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.


PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE	
		Co-Executive Director	
APPLICANT ORGANIZATION		DATE SUBMITTED	
Sustainable Conservation		5/10/00	

U.S. Department of the Interior

Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension; and Other Responsibility Matters - Primary Covered Transactions - ~~The prospective primary participant~~ further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used; use this form for certification and sign; or use Department of the Interior Form 1954 (DI-1954). (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12.)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

CHECK ☒ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) ~~Are not presently debarred~~, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) ~~Have not within a three-year period~~ preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) ~~Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with~~ commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) ~~Have not within a three-year period~~ preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) ~~Where the prospective primary participant is~~ unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
-

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -
Lower Tier Covered Transactions

CHECK ☐ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- (1) ~~The prospective lower tier participant certifies~~, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) ~~Where the prospective lower tier participant is~~ unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ☒ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that ~~will~~ be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will --
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

109 Stevenson St. 4th Floor
San Francisco, CA 94105

Check ☐ if there are workplaces on file that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ☐ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL

Alternate II. (Grantees Who Are Individuals)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

PARTE: Certification Regarding Lobbying
Certification **for** Contracts, Grants, Loans, and Cooperative Agreements

CHECK X IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT, SUBCONTRACT, OR SUBGRANT UNDER A FEDERAL GRANT OR COOPERATIVE AGREEMENT.

CHECK IF CERTIFICATION IS FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Ashley Boren

TYPED NAME AND TITLE **Ashley Boren Co-Executive Director**

DATE **5/10/00**

TABLE D-1: PROPOSAL SUBMITTAL REQUIREMENTS AND STANDARD CONTRACT CLAUSES

		Services, Consulting, Preconstmction, Research, Land Acauisition					Public Works, Construction				
Item ¹	Standard Clauses and Proposal Requirements ²	State	Federal	Public	Non-profit	Private	State	Federal	Public	Non-profit	Private
PROPOSAL REQUIREMENTS											
19	Nondiscrimination Compliance			✓	✓	✓			✓	✓	✓
4021	Bidders Bond or other Security (if contract values > \$107,000) ³									✓	✓
4206	Non Collusion Affidavit								✓	✓	✓
n/a	Proof of Contractor's License									✓	✓
CONTRACT REQUIREMENTS											
4100	Contracts with Public Entities			✓					✓		
4099	Service & Consultant Service Contracts with Nonpublic Entity				✓	✓				✓	✓
4099a	Additional Standard Clauses		✓	✓	✓	✓		✓	✓	✓	✓
4187	Interagency Agreements	✓					✓				
4247	Contracts with United States		✓					✓			
4197	General Conditions for Public Works Contracts								✓	✓	✓
4196	Insurance Requirements								✓	✓	✓
18	Nondiscrimination Construction Contract Specifications								✓	✓	✓
807	Payment Bond								✓	✓	✓
156	Performance Bond								✓	✓	✓
n/a	Certificate of Insurance								✓	✓	✓

Legend: State = State of California agencies, including State (California) Universities.

Federal = Federal agencies.

Public = Public entities, such as city, county, other local government entities, resource conservation districts, and out-of-state public entities.

Private = For-profit and non-profit organizations, and individuals.

¹ Item numbering refers to documents following this table.

² All contract terms and standard clauses apply to any subcontracts made by Contractor.

³ Types of security include cashiers check, cash, certified check, or bidder's bond in an amount equal to 10 percent of the proposed amount.

NONDISCRIMINATION COMPLIANCE STATEMENT

STD. 19 (REV. 3-95)

COMPANY NAME

Sustainable Conservation

The company named above (hereinafter referred to as "prospective contractor") hereby certifies, unless specifically exempted, compliance with Government Code Section 12990 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Prospective contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of *sex*, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age (over 40), marital status, denial of family care leave and denial of pregnancy disability leave.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the prospective contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Ashley Boren

OFFICIAL'S NAME

5/8/00

DATE EXECUTED



EXECUTED IN THE COUNTY OF

San Francisco

PROSPECTIVE CONTRACTOR'S SIGNATURE

Co-Executive Director

PROSPECTIVE CONTRACTOR'S TITLE

Sustainable Conservation

PROSPECTIVE CONTRACTOR'S LEGAL BUSINESS NAME

STANDARD CLAUSES - SERVICE & CONSULTANT SERVICE CONTRACTS FOR \$5,000 & OVER WITH NONPUBLIC ENTITIES

Workers' Compensation Clause. Contractor affirms that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms that it will comply with such provisions before commencing the performance of the work under this contract.

National Labor Relations Board Clause. In accordance with Public Contract Code Section 10296, Contractor declares under penalty of perjury that no more than one final, unappealable finding of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which orders Contractor to comply with an order of the national Labor Relations Board.

Nondiscrimination Clause. During the performance of this contract, the recipient, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135 - 11139.5), and the regulations or standards adopted by the awarding State agency to implement such article. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Recipient, Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Statement of Compliance. The Contractor's signature attested hereon and dated shall constitute a certification under penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of Regulations, Section 8103.

Performance Evaluation. For consulting service agreements, Contractor's performance under this contract will be evaluated after completion. A negative evaluation will be filed with the Department of General Services.

Availability of Funds. Work to be performed under this contract is subject to availability of funds through the State's normal budget process.

Audit Clause. For contract in excess of \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the contract. (Government Code Section 8546.7).

Payment Retention Clause. Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Sections 10346 and 10379 pending satisfactory completion of all services under the contract.

Reimbursement Clause. If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Contractor's designated headquarters for the purpose of computing such expenses shall be: *101 State St., 4th Floor, SF, CA 94105*

Disabled Veteran Business Enterprise Participation Requirement Audit Clause. Contractor or vendor agrees that the awarding department or its designee will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor or vendor agrees to provide the awarding department or its designee access to the premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with Public Contract Code Section 10115 et seq. Contractor or vendor further agrees to maintain such records for a period of three (3) years after final payment under the contract. Title 2 CCR, Section 1896.75.

Priority Hiring Considerations. For contracts in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies to positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. (Public Contract Code Section 10353).

Drug-Free Workplace Certification. By signing this contract, the Contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the Contractor or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8330 et seq.) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed contract or grant:
 - (e) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by terms of the company's statement as a condition of employment on the contract or grant.

This contract or grant may be subject to suspension of payments or termination, or both, and the Contractor or grantee may be subject to debarment if the department determines that: (1) the Contractor or grantee has made a false certification, or (2) the Contractor or grantee violates the certification by failing to carry out the requirements noted above.

Antitrust Claims. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. See Government Code Section 4552.

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. See Government Code Section 4553.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

Americans With Disabilities Act. By signing this contract, Contractor assures the state that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Corporate Qualifications To Do Business in California. Contractor must be currently qualified to do business in California as defined by the Revenue & Taxation Code, Section 23101 unless exempted. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California.

Former State Employees: a) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by my State agency. b) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

Agreement No.: _____

Exhibit: _____

ADDITIONAL STANDARD CLAUSES

Recycled Materials. Contractor hereby certifies under penalty of perjury that 50% (enter value or "0") percent of the materials, goods and supplies offered or products used in the performance of this Agreement meet or exceed the minimum percentage of recycled material as defined in Sections 12161 and 12200 of the Public Contract Code.

Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

Governing Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

Y2K Language. The Contractor warrants and represents that the goods or services sold, leased, or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this Agreement are "Year 2000 compliant." For purposes of this Agreement, a good or service is Year 2000 compliant if it will continue to fully function before, at, and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information. This warranty and representation supersedes all warranty disclaimers and limitations and all limitations on liability provided by or through the Contractor.

Child Support Compliance Act. For any agreement in excess of \$100,000, the Contractor acknowledges in accordance therewith, that:

1. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
2. The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Drug-Free Workplace Certification. By signing this contract, the Contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the Contractor or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by terms of the company's statement as a condition of employment on the contract or grant

This contract or grant may be subject to suspension of payments or termination, or both, and the Contractor or grantee may be subject to debarment if the department determines that: (1) the Contractor or grantee has made a false certification, or (2) the Contractor or grantee violates the certification by failing to carry out the requirements noted above.

Antitrust Claims. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. See Government Code Section 4552.

If an awarding body or public purchasing body received, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. See Government Code Section 4553.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

Americans With Disabilities Act. By signing this contract, Contractor assures the state that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Corporate Qualifications To Do Business in California. Contractor must be currently qualified to do business in California as defined by the Revenue & Taxation Code, Section 23101 unless exempted. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California.

Former State Employees: a) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. b) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

BIDDERS BOND

_____, as PRINCIPAL, and
 _____, as SURETY, are held and firmly bound unto the State of California in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named submitted by said Principal to the State of California, acting by and through the Department of Water Resources, for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the Director of the Department to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the surety hereunder exceed the sum of \$ _____.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned bid to the State of California, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at

_____, California, on _____,
(Insert name of city where bids will be opened) (Insert date of bid opening)

for _____

Copy here the exact description of work, including location, as it appears on the proposal)

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Department, one to guarantee faithful performance and the other to guarantee payment for labor materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this _____ day of _____, 19 ____.

_____, [Seal]

_____, [Seal]

_____, [Seal]

Principal

_____, [Seal]

_____, [Seal]

_____, [Seal]

Surety

Address _____

NOTE: Signatures of those executing for the surety must be properly acknowledged.

Agreement No.:

Exhibit: _____

**NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID FOR PUBLIC WORKS**

STATE OF CALIFORNIA

COUNTY OF _____

} ss

_____, being first duly sworn, deposes and
says _____

(name)

that he or she is _____ of _____

(position title)

(the bidder)

the party making the foregoing bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

DATED: _____

By _____
(Person signing for bidder)

Subscribed and sworn to before me on _____

(Notarial Seal)

(Notary Public)

**STANDARD CLAUSES -
CONTRACTS WITH PUBLIC ENTITIES**

Workers' Compensation Clause. Contractor affirms that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms that it will comply with such provisions before commencing the performance of the work under this contract.

Nondiscrimination Clause. During the performance of this contract, the recipient, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11136 - 11139.5), and the regulations or standards adopted by the awarding State agency to implement such article. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Recipient, Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Availability of Funds. Work to be performed under this contract is subject to availability of funds through the State's normal budget process.

Audit Clause. For contracts in excess of \$10,000, the contracting parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the contract. (Government Code Section 8546.7).

Payment Retention Clause. Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Sections 10346 and 10379 pending satisfactory completion of all services under the contract.

Reimbursement Clause. If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Contractor's designated headquarters for the purpose of computing such expenses shall be: _____

Drug-Free Workplace Certification. By signing this contract, the Contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the Contractor or grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free policy statement, and
 - (b) Will agree to abide by terms of the company's statement as a condition of employment on the contract or grant.

This contract or grant may be subject to suspension of payments or termination, or both, and the Contractor or grantee may be subject to debarment if the department determines that: (1) the Contractor or grantee has made a false certification, or (2) the Contractor or grantee violates the certification by failing to carry out the requirements noted above.

Americans With Disabilities Act. By signing this contract, Contractor assures the State that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Ferner State Employees: a) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. b) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

Agreement No.: _____

Exhibit: _____

**STANDARD CLAUSES –
INTERAGENCY AGREEMENTS**

Audit Clause. For Agreements in excess of \$10,000, the parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the Agreement. (Government Code Section 8546.7).

Availability of Funds. Work to be performed under this Agreement is subject to availability of funds through the State's normal budget process.

Interagency Payment Clause. For services provided under this Agreement, charges will be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.

Termination Clause. Either State agency may terminate this Agreement upon thirty (30) days' advance written notice. The State agency providing the services shall be reimbursed for all reasonable expenses incurred up to the date of termination.

Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable, and binding on the parties.

Y2K Language. The Contractor warrants and represents that the goods or services sold, leased, or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this Agreement are "Year 2000 compliant" For purposes of this Agreement, a good or service is Year 2000 compliant if it will continue to fully function before, at, and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information. This warranty and representation supersedes all warranty disclaimers and limitations and all limitations on liability provided by or through the Contractor.

**STANDARD CLAUSES -
CONTRACTS WITH THE UNITED STATES:**

Workers' Compensation Clause. Contractor affirms that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor affirms that it will comply with such provisions before commencing the performance of the work under this contract. This provision shall apply to the extent provided by federal laws, rules and regulations.

Claims Dispute Clause. Any claim that Contractor may have regarding the performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the Director, Department of Water Resources, within thirty days of its accrual. State and Contractor shall then attempt to negotiate a resolution of such claim and process an amendment to this agreement to implement the terms of any such resolution. However, Contractor does not waive any rights or duties it may have as may be provided by federal laws, rules and regulations.

Nondiscrimination Clause. During the performance of this contract, the recipient, contractor and its subcontractors shall not deny the contractor's benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40), or sex. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12500 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Sections 72830 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code Sections 11135 - 11139.5), and the regulations or standards adopted by the awarding State agency to implement such article. Contractor or recipient shall permit access by representatives of the Department of Fair Employment and Housing and the awarding State agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Recipient, Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Availability of Funds. Work to be performed under this contract is subject to availability of funds through the State's normal budget process.

Audit Clause. For contracts in excess of \$10,000, unless otherwise provided by federal laws, rules or regulations, the contracting parties shall be subject to the examination and audit of the State Auditor for a period of three years after final payment under the contract. (Government Code Section 8546.7).

Payment Retention Clause. Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Sections 10346 and 10379 pending satisfactory completion of all services under the contract.

Reimbursement Clause. If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Contractor's designated headquarters for the purpose of computing such expenses shall be _____.

Americans With Disabilities Act. By signing this contract, Contractor assures the State that it complies with the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Conflict of Interest. Current State Employees: a) No State officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment. b) No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

Former State Employees: a) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. b) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

**STANDARD CLAUSES -
GENERAL CONDITIONS FOR PUBLIC WORKS CONTRACTS**

LICENSE No bidder may bid on work for which it is not properly licensed by the Contractor's State License Board. Joint Venture bidders must possess a Joint Venture License. Bidders for this Agreement must have _____ classification(s) of contractor's license, provide license number and expiration date and certify under penalty of perjury that the foregoing is true and correct.

EXAMINATION OF BID DOCUMENTS AND SITE. Bidder shall carefully examine site of work, plans and specifications. The bidder shall investigate conditions, character, quality of surface, or subsurface materials or obstacles to be encountered. No additions to the contract amount will be made because of the Contractor's failure to examine the site of work, plans and specifications.

SUBCONTRACTORS. (See Public Contract Code Section 4104.) The bidder shall set forth in its bid:

- a. The name and business address of each subcontractor who will perform work or labor or render services in an amount in excess of one-half of one percent (.5%) of the General Contractor's total bid, and
- b. The portion of work to be done by each subcontractor. (See Public Contract Code Section 4104.)

PAYMENT BOND. The Contractor shall furnish, concurrently with signing the contract, a Payment Bond to Accompany Construction Contract, Standard Form 807, in an amount not less than five percent (5%) of the amount of the contract when its bid exceeds \$5000. Such bond shall be executed by the Contractor and a corporate surety approved by the State.

WORKERS COMPENSATION INSURANCE CERTIFICATION. Upon execution of the contract, the Contractor shall provide the State either with a certificate of insurance issued by an insurance carrier licensed to write workers' compensation insurance in the State of California, including the name of the carrier and date of expiration of the insurance, or a certificate of consent to self insure issued by the Director of the Department of Industrial Relations.

PREVAILING WAGE. It is hereby mutually agreed that the Contractor shall forfeit to the State a penalty of \$50 for each calendar day, or portion thereof, for each worker paid by it, or subcontractor under it, less than the prevailing wage so stipulated. In addition the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.

MAXIMUM HOURS. It is further agreed that the maximum hours a worker is to be employed is limited to 8 hours a day and 40 hours a week and the Contractor shall forfeit, as a penalty to the State, \$25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than 8 hours in any calendar day or more than 40 hours in any calendar week in violation of Labor Code Sections 1810-1815, inclusive.

TRAVEL AND SUBSISTENCE PAYMENTS. Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

APPRENTICES. Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. The Contractor and each subcontractor must comply with the requirements of Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.

SUBSTITUTIONS. Pursuant to Section 3400 of the Public Contract Code, should the Contractor seek to substitute a brand of materials other than specified, the Contractor shall submit data substantiating the request for substitution of "an equal" item. The substantiating data must be presented for approval within thirty-five (35) days after the award of the agreement. The State shall be the sole judge as to the comparative quality and suitability of "an equal" item.

ATTI-TRUST CLAIMS. The Contractor offers and agrees and will require ~~all~~ of his subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Sec. 165700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, services, or materials, pursuant to the public works contract or the subcontract. The assignment made by the Contractor and all additional assignments made by the subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment or the necessity of tendering to the awarding body any written assignments.

If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code Sections 4550-4554, if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

PROGRESS PAYMENTS

- a. Ten percent of any progress payments that may be provided for under this contract shall be withheld pending satisfactory completion of all services under the contract. The Contractor may substitute securities for such retentions and receive any interest accrued provided in Section 22300 of the Public Contract Code.
- b. No progress payments shall be made unless the Contractor, upon execution of the contract, furnishes a faithful performance bond for not less than one-half the total amount payable under the contract.

PAYROLL RECORDS. The Contractor and each subcontractor shall comply with Labor Code Section 1776 regarding payroll records.

NONCOLLUSION AFFIDAVIT. All bidders shall submit with their bids a signed and notarized Noncollusion Affidavit (DWR 4206).

LABOR CODE PROVISIONS. Pursuant to Sections 1770 et seq. of the California Labor Code, the Director of the State Department of Industrial Relations has made the general prevailing wage determination covering the locality where work for this contract is to be performed. A copy of the publication **General Prevailing Wage Rates** is on file for inspection at the State Department of Water Resources, Contract Services Office, 1416 Ninth Street, Sacramento, CA.

The Contractor agrees to post a copy of the **General Prevailing Wage Determination** for the locality of each job site. The Contractor also agrees to comply with all requirements of the California Labor Code and to pay the forfeiture penalties and monies which may become due as provided in Sections 1775 and 1813 of that Code.

UNDOCUMENTED ALIENS. No bidder or Contractor shall be eligible to bid for or receive a public works or purchase contract, who has, in the preceding five years, been convicted of violating a State or federal law respecting the employment of undocumented aliens.

Agreement No.: _____

Exhibit: _____

**STANDARD CLAUSES –
INSURANCE REQUIREMENTS**

Contractor shall furnish to the State a certificate of insurance stating that there is liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.

The certificate of insurance must include the following provisions:

1. The insurer will not cancel the insured's coverage without thirty (30) days' prior written notice to the State.
2. The State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this Agreement are concerned.

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the time of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep insurance coverage in effect at all times as herein provided, in addition to any other remedies it may have, State may terminate this Agreement upon the occurrence of such event.

Insurance certificates must have an original signature.

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

1. As used in the specifications:
 - a. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing (DFEH), or any person to whom the Administrator delegates authority;
 - b. "Minority" includes:
 - (i) **Black** (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
 - (ii) **Hispanic** (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);
 - (iii) **Asian/Pacific Islander** (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and
 - (iv) **American Indian/Alaskan Native** (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).
2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the non-discrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications either directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
3. The contractor shall implement the specific non-discrimination standards provided in paragraphs 6(a) through (e) of these specifications.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under Steps a. through e. below:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, ~~and~~ at all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all leadpersons, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Provide written notification within seven days to the director of DFEH when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.

(Continue on reverse)

- d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general leadpersons, on-site leadpersons, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
 - e. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.
8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Gov. Code Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104(b) of this Chapter shall create a rebuttable presumption that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.
10. The Contractor shall not use the nondiscrimination standards to discriminate, harass or allow harassment against any person because of race, color, religious creed, sex, national origin, ancestry, disability (including HIV and AIDS), medical condition (cancer), age, marital status, or denial of family and medical care leave and denial of pregnancy disability leave.
11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.
13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company's equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT
(CIVIL CODE SECTION 3247)

BOND NO. _____

The premium on this bond is _____ for the term _____

Know All Men By These Presents:

That The State of California, acting by and through the _____
has awarded to _____ whose address is
(CONTRACTOR / PRINCIPLE)
_____ as Principle, a contract for the work described as follows:

WHEREAS, The provisions of Civil Code Section 3247 require that the Principle file a bond in connection with said contract and this bond is executed and tendered in accordance therewith.

NOW THEREFORE, Principle and _____, a corporation organized under the laws of _____, and authorized to transact a general surety business in the State of California, as Surety, are held and firmly bound to the People of the State of California in the penal sum of _____ (_____), for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents .

THE CONDITION OF THIS OBLIGATION IS SUCH,

1. That if said Principle or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principle and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the Surety herein will pay for the same, otherwise this obligation is to be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.
2. This bond shall insure to the benefit of any persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.
3. The aggregate liability of the Surety hereunder, including costs and attorney fees, on all claims whatsoever shall not exceed the penal sum of the bond in accordance with the provisions of Section 996.470(a) of the Code of Civil Procedure.
4. This bond is executed by the Surety, to comply with the provisions of Chapter 7, Title 15, Part 4, Division 3 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.
5. This bond may be cancelled by the Surety in accordance with the provisions of Section 996.310 et seq. of the Code of Civil Procedure.
6. This bond to become effective _____

(NAME OF SURETY)

(ADDRESS)

I certify (or declare) under penalty of perjury that I have executed the foregoing bond under an unrevoked power of attorney.

Executed in _____ on _____
(CITY AND STATE) (DATE)

under the laws of the State of California.

(SIGNATURE OF ATTORNEY IN FACT)

(PRINTED OR TYPED NAME OF ATTORNEY IN FACT)

PERFORMANCE BOND TO ACCOMPANY CONTRACT

WHEREAS, The ~~State~~ of California acting by and through the

_____, has awarded
(Insert name of the Department awarding the contract)

as principal hereinafter designated as the "Contractor," a contract for

AND WHEREAS, The Contractor is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

NOW, THEREFORE, We the undersigned Contractor and surety are held and firmly bound unto the State of California in the sum of _____ dollars (\$ _____), to be paid to the said State or its certain attorney, its successors and assigns for which payment, well and truly to be made, we bind ourselves, OW heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if the Contractor, his or its _____ executors and administrators, successors or assign, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the State of California, its officers and agents, as therein stipulated, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, We have hereto set our hands and seals on this
day of _____, 19____.

(Seal)

(Seal)
Contractor

(Seal)

(Seal)
Name of Surety

By _____
(Seal)
Attorney-in-Fact

[Seal]

NOTE: Signatures of those executing for surety must be properly acknowledged.